CITY OF MINNEAPOLIS

And

International Union of Equipment Operating Engineers, Local No. 49, AFL-CIO

LETTER OF AGREEMENT Establishing Positions for Full-time Premium Pay; Establishing Training Premium Pay

WHEREAS, the City of Minneapolis (hereinafter "Employer") and the International Union of Equipment Operating Engineers, Local No. 49, (hereinafter "Union") are parties to a Collective Bargaining Agreement that is currently in force; and

WHEREAS, the Collective Bargaining Agreement provides "premium" pay on an "as worked" basis; and

WHEREAS, the Parties desire to modify this provision and allow certain designated positions to allow "premium" pay on a constant basis to allow for greater flexibility and ease of administration; and

WHEREAS, the Parties also desire to create a "trainer premium";

NOW, THEREFORE BE IT RESOLVED, as follows:

- 1. Two employees assigned to Traffic will be paid the Crane operation premium (\$2.691/hour) for all hours worked, including overtime. If the assigned employee is one of the eight eligible for "Crane Certification Pay", the premium will be in addition to the "Crane Certification Pay", which is considered a part of base pay. Employees so assigned will operate cranes and perform other duties as assigned. These employees will not be eligible to receive other equipment-based premiums while permanently assigned. Employees assigned to replace these employees due to absences will be paid in accordance with the Collective Bargaining Agreement, i on an as worked basis.
- 2. One employee assigned to Transportation Maintenance and Repair, Bridge Unit, will be paid Crane operation premium (\$2.691/hour) for all hours worked, including overtime. If the assigned employee is one of the eight eligible for "Crane Certification Pay", the premium will be in addition to the "Crane Certification Pay", which is considered a part of base pay. The employee will operate cranes and perform other duties as assigned. This employee will not be

- eligible to receive other equipment-based premiums while permanently assigned. Employees assigned to replace this employee due to absences will be paid in accordance with the Collective Bargaining Agreement, i.e. on an as worked basis.
- 3. An employee assigned to train other employees, without regard to the training topic, will be paid a "training premium" of \$2.75/hour for all hours spent training, preparing for training and debriefing or properly closing out a training session. The employee will be selected in the sole discretion of the Employer.
- 4. This LOA will automatically sunset on 12/31/2012 unless mutually agreed in writing to extend.

THE PARTIES have caused this Letter of Agreement to be executed by their duly authorized representative whose signature appears below.

FOR THE CITY OF MINNEAPOLIS:

FOR THE UNION:

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Director, Employee Services

Todd Doncavage

Business Representative